



## Housing and Community Development Committee

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**Council Member Jolanda "Jo" Jones (Chair)**  
**At-Large Position 5**

**Oliver Pennington (Vice Chair)**  
**District G**

**Stephen Costello**  
**At-Large Position 1**

**Al Hoang**  
**District F**

**Jarvis Johnson**  
**District B**

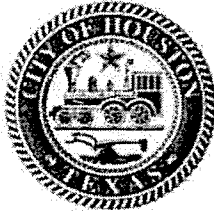
**Wanda Adams**  
**District D**

**C.O. Bradford**  
**At-Large Position 4**

### **AGENDA**

**Thursday, April 21, 2011 2:10 P.M.**  
**City Hall Council Chambers, 901 Bagby, 2<sup>nd</sup> Floor**

- I. Welcome – Council Member Jolanda "Jo" Jones, Chair
- II. Bob Bradford, with HCDD, will discuss the following agenda items:
  - a) An ordinance amending the 2010-2014 Consolidated Plan and Annual Action Plan projected use of funds budget for the 36<sup>th</sup> Program year to delete Volunteers of America and increase AIDS Foundation Houston, Inc. and to increase the unallocated short term rent, mortgage, and utility payments line item.
  - b) An ordinance authorizing ordinance authorizing the execution of a contract between the City of Houston and AIDS Foundation Houston, Inc. for a one (1) year contract for the administration and operation of community residences, Chupik House and Burress Street Apartments, along with providing supportive services under the Housing Opportunity for Person with AIDS (HOPWA) Act.
  - c) An ordinance authorizing the execution of a contract between the City of Houston and Goodwill Industries of Houston for the administration of a Job Training and Employment Services project under HOPWA.
- III. Chris Butler, with HCDD, will discuss the following agenda items:
  - a) An ordinance approving a list of qualified contractors and authorizing the Housing and Community Development Department to select contractors from the list for Tier II Rehabilitation construction under the CDBG-DR Home Repair Program.



- b) An Ordinance authorizing contracts between the City of Houston and Contractor to be named from RFP to demolish and reconstruct six (6) houses for the CDBG-DR Single Family Home Repair Program.

IV. Eta Paransky, with HCDD, will discuss the following agenda items:

- a) Approval of a City of Houston Resolution supporting and approving the proposed construction of Light Rail Lofts at Midtown Terrace (Tax Credit).
- b) Approval of a Resolution to create a pool of funds to be jointly directed by Housing and Community Development Department and the YMCA.

V. Public Comments (strict 3 min/ person)

VI. Director of Housing & Community Development Comments, if any (strict 5 min)

VII. Committee Chair update

VIII. Adjournment

Action may be taken on any of the above items. Committee meetings are open to the Public. For special needs or information about this committee, please contact Ingrid Flornoy or Mechelle Phillips at 832-393-3006.

Texas Government Code, Section 551.042. Inquiry Made at Meeting – If at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to: 1) a statement of specific factual information given in response to the inquiry; or 2) a recitation of existing policy in response to the inquiry. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place on the agenda for subsequent meeting.

To: Mayor Via City Secretary

## REQUEST FOR COUNCIL ACTION

<b>Subject:</b> An Ordinance authorizing the execution of a contract between the City of Houston and AIDS Foundation Houston, Inc. for the administration and operation of a HOPWA Grant.		<b>Category</b>	<b>Page 1 of 2</b>	<b>Agenda Item #</b>
<b>From (Department or other point of origin):</b> James D. Noteware, Director Housing and Community Development Department		<b>Origination Date</b> 2/16/11	<b>Agenda Date</b>	
<b>Director's Signature:</b>		<b>Council District affected:</b>  District B		
<b>For additional information contact:</b> Melody Barr Phone: 713.868.8329		<b>Date and Identification of prior authorizing Council action:</b>  NA		
<b>Recommendation: (Summary)</b> Approval of an ordinance authorizing the execution of a contract between the City of Houston and AIDS Foundation Houston, Inc. ("AFH") providing up to \$331,684.00 for a one (1) year contract for the administration and operation of community residences, Chupik House and Burress Street Apartments, along with providing supportive services under the Housing Opportunities for Persons with AIDS ("HOPWA") Act.				
<b>Amount of Funding</b>		\$331,684.00	<b>Finance Budget:</b>	
<b>Source of Funding</b>		<input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant Fund <input type="checkbox"/> Enterprise Fund		
<input type="checkbox"/> Other (Specify)		Grant Fund (5000)		
<b>Specific Explanation:</b>  <p>The Housing and Community Development Department ("HCDD") recommends approval of a contract between the City of Houston and AIDS Foundation Houston, Inc. ("AFH") for the administration and operation of Housing Opportunities for Persons with AIDS ("HOPWA") funded community residences, Chupik House and Burress Street Apartments, along with supportive services.</p> <p>AFH is a Texas 501(c)(3) non-profit corporation. The organization has been in operation for twenty-four years, serving the HIV/AIDS community. Chupik House will provide supportive services and housing for eight (8) HIV positive males. Burress Street Apartments are operated by AFH, and will provide safe, decent affordable housing to forty (40) HIV positive single women.</p> <p>AFH is requesting \$331,684.00 for one (1) year, to provide housing, financial assistance, homeless prevention, and support services to a minimum of forty-eight (48) unduplicated, low-income HIV/AIDS individuals and their family members.</p> <p>AFH is currently in the process of purchasing Burress Street Apartments from Volunteers of America (VOA). AFH entered into their first affiliation agreement with VOA in 2009. (HCDD is awaiting the 2011-2012 Affiliation Agreement between VOA and AFH.) This will be the second contract, with the City of Houston and AFH to administer and operate Burress Street Apartments and Chupik House on behalf of VOA. This request for funding required a public notice that is in the Houston Chronicle from March 30, 2011 – April 30, 2011.</p>				
<b>Required Authorization</b>				
<b>Finance Director</b>		<b>Other Authorization</b>		<b>Other Authorization</b>

<b>Date</b> 2/16/2011	<b>Subject:</b> An Ordinance authorizing the execution of a contract between the City of Houston and AIDS Foundation Houston, Inc. for the administration and operation of a HOPWA Grant.	<b>Originator's Signature</b>	<b>Page 2 of 2</b>
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Total Funds and Sources: **\$331,684.00**  
Number of Persons to be Served: 48  
Category of Persons: HIV/AIDS/Low-income

The Contract will provide funding for:

Administration	\$ 21,712.00	6.5%
Support Services	\$216,702.00	65.40%
Operating	\$ 93,270.00	28.10%
<b>Total</b>	<b>\$331,684.00</b>	<b>100.00%</b>

This request went before the Housing Committee on April 321, 2011. HCDD is requesting approval of a contract up to 331,684.00, for the period of 12-months (April 15, 2011 – April 14, 2012).

JN:RB:mr

cc: City Secretary  
Mayor's Office  
Legal Department  
Finance Department



To: Mayor Via City Secretary

REQUEST FOR COUNCIL ACTION

<b>Subject:</b> An Ordinance authorizing the execution of a contract between the City of Houston and Goodwill Industries of Houston for the administration of a HOPWA Grant.	<b>Category</b> 1, 2	<b>Page 1 of 2</b>	<b>Agenda Item #</b>
<b>From (Department or other point of origin):</b> James D. Noteware, Director Housing and Community Development Department	<b>Origination Date</b> 3/30/11	<b>Agenda Date</b>	
<b>Director's Signature</b>	<b>Council District affected:</b>  District D		
<b>For additional information contact:</b> Melody Barr Phone: 713.868.8329	<b>Date and Identification of prior authorizing Council action:</b>		
<b>Recommendation: (Summary)</b> Approval of an ordinance authorizing the execution of a contract between the City of Houston and Goodwill Industries of Houston for the administration of a "Job Training and Employment Services" project under the Housing Opportunities for Persons with AIDS ("HOPWA") Act.			
<b>Amount of Funding</b> \$300,000.00		<b>Finance Budget:</b>	
<b>Source of Funding</b> <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant Fund <input type="checkbox"/> Enterprise Fund  <div style="text-align: center;"><b>HOPWA Grant Fund 5000</b></div>			
<input type="checkbox"/> Other (Specify)			
<b>Specific Explanation</b>			
<p>The Housing and Community Development Department ("HCDD") recommends approval of a contract between the City of Houston and Goodwill Industries of Houston ("Goodwill") for the administration of a Housing Opportunities for Persons with AIDS ("HOPWA") grant funding job training and employment services for persons living with HIV/AIDS and their families. The Administrative Office for Goodwill Industries of Houston is located on 10795 Hammerly Blvd., Houston, Texas 77002.</p> <p>Goodwill Industries of Houston's mission is to change lives through the power of work. Through Project Good Hope, Goodwill places low-income, HIV positive persons and their families into permanent employment, and helps them retain such employment as an important milestone on the road to self-sufficiency. The organization draws on decades of experience to enhance the quality and dignity of life for individuals with barriers to employment, such as physical and mental disabilities, homelessness, criminal records and addictive diseases, by helping them find and keep a job. Project Good Hope provides clients with a "one-stop" approach to case management, counseling, legal services, referrals, vocational training, life skills training, work readiness training, job search assistance, on-the-job assistance, and other supportive services such as transportation and clothing to find and keep a job.</p> <p>Through its HOPWA funding, Goodwill will provide a minimum of 200 unduplicated, HIV/AIDS individuals and their family members, who meet the eligibility standards set forth at 24 CFR 574.3 with supportive services, specifically employment placement services information and job readiness training. These services compliment the housing support and case management services that HIV positive persons receive through other AIDS funding sources. Securing and maintaining employment is a critical step to independence and stability in housing and medical care.</p>			
<b>Required Authorization</b>			
<b>Finance Director</b>	<b>Other Authorization</b>	<b>Other Authorization</b>	

<b>Date</b> 03/30/11	<b>Subject:</b> An Ordinance authorizing the execution of a contract between the City of Houston and Goodwill Industries of Houston for the administration of a HOPWA Grant.	<b>Originator's Signature</b>	<b>Page 2 of 2</b>
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Goodwill has received HOPWA funding through the City of Houston for its Project Good Hope program since 2009. This will be its third HOPWA contract. Project Good Hope has consistently demonstrated success in placing HIV/AIDS affected individuals into employment. To date, Goodwill has served over 400 clients and found jobs for 196 individuals through the program. Goodwill's proposed program/project objectives for this contract will be the following goals.

1. Provide employment placement services information to a minimum 200 individuals.
2. Provide a minimum of 108 individuals with job readiness training to enable them to find and retain a job.
3. Have 25 individuals complete a short-term vocational training program.
4. Place a minimum of 100 individuals into employment over the 12-month contract period.

This agreement will provide up to \$300,000.00 for this anticipated one-year contract. The contract's performance period will begin on June 1, 2011 and end on June 1, 2012.

Total Funds and Sources:	<b>\$300,000.00 (HOPWA)</b>
Number of Persons to be Served:	200 individuals (annually)
Category of Persons:	HIV/AIDS/Low-income

This contract will provide funding for the following HOPWA activities during the 12-month period.

Category	Total Contract Amount	Percent
Administration	\$21,000.00	7.00%
Supportive Services	\$279,000.00	93.00%
<b>Total</b>	<b>\$300,000.00</b>	<b>100.00%</b>

Therefore, HCDD is requesting approval of this contract, which will provide up to \$300,000.00 in HOPWA funds for a supportive services project for low-income persons living with HIV/AIDS and their families.

JN:ab

c: City Attorney  
City Secretary  
Mayor's Office  
Legal Department  
Finance Department










## Contractors

Company Name	Contact Person	Address	City	State	Zip Code
Excello Construction LLC	Timothy P. Haley	1245 W. Cardinal Dr.	Beaumont	TX	77705
DSW Homes LLC		1021 61 <sup>ST</sup> Street Ste 200B	Galveston	TX	77550
Hallmark Group		7322 S.W. Fwy, Ste 755	Houston	TX	77074
LINC Houston, Inc		161 West Road	Houston	TX	77037
Sullivan Land Services, LTD.		P.O. Box 131486	Houston	TX	77219
Excelsior Development, Inc	Ken Harris, G.C.	P.O. Box 710722	Houston	TX	77252
Home Depot USA, Inc.	Natalie Lewis, Contracts Manager	2455 Paces Ferry Rd, C-11	Atlanta	GA	30339
Barnett A/C Home Repair		21415 Brighton Hollow Lane	Katy	TX	77449
JRGS & COMPANY		773 Davidson Street	Houston	TX	77091
B and C Construction		P.O. Box 6495	Katy	TX	77491
C & M Construction		6711 Glen Eagles Drive	Pasadena	TX	77505
SWMJ Construction, Inc		525 N. Sam Houston Pkwy, Ste 600	Houston	TX	77060
Joshua Dade Contractors		P.O. Box 5247	Houston	TX	77262
Baylor Asset Management		5111 Chenevert	Houston	TX	77004

## Contractors - RFP for SFHR DR TIER 3

Company Name	Contact Person	Phone #	Address	City	State	Zip Code
APEX Consulting Group, Inc.	Charles MGBeike	713-779-5700	9207 Country Creek Dr. #110	Houston	TX	77036
ABC Restoration Inc.	Phillip Bryant	281-999-1696	1106 Carby	Houston	TX	77037
DG Medina Construction, LLC	Domingo Medina	281-408-9896	P.O. Box 691988	Houston	TX	77269
TAD 3 Enterprises Inc.	Larry Roberson	281-702-4500	15006 Walters Rd.	Houston	TX	77068
George E. Johnson Development, Inc.	George E. Johnson III	713-721-5555	12401 S. Post Oak Rd.	Houston	TX	77045
J.C. Cantera Homes, Inc.	Sergio Covarrabias	281-431-8132	514 Pecan St.	Fresno	TX	77545

	<p align="center"><b>CITY OF HOUSTON, TEXAS</b>  <b>NOTICE OF REQUEST FOR CONTRACTORS</b>  <b>(RFC)</b>  <b>SOLICITATION NO.: S29-Q23867</b></p>	<p align="center"><b>STRATEGIC  PURCHASING DIVISION  "PARTNERING TO  BETTER SERVE  HOUSTON"</b></p>
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NIGP CODE:

909-62

SOLICITATION DUE  
DATE/TIME:

MARCH 25, 2011 at 2:00 P.M., CST

SUBMITTAL LOCATION:

City Secretary's Office  
City Hall Annex, Public Level  
900 Bagby Street  
Houston, Texas 77002

DESCRIPTION:

**HOUSING & COMMUNITY DEVELOPMENT SINGLE FAMILY  
HOME REPAIR PROGRAM DISASTER RELIEF**

PRE-CONTRACTOR  
CONFERENCE:

<i>Date</i>	<i>Time</i>	<i>Location</i>
3/14/2011	10:00 A.M.	HCDD, 601 Sawyer St., First (1 <sup>st</sup> ) Floor Conference Rm. Houston, TX 77002

In accordance with T.L.G.C. § Chapter 252, competitive sealed Qualification Packages for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the General Contractor's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

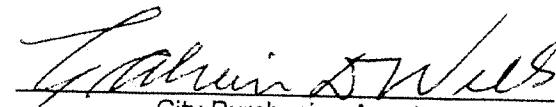
**GENERAL CONTRACTORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

Solicitation Contact Person:  
Douglas Moore

\_\_\_\_\_  
Name

Douglas.Moore@houstontx.gov

\_\_\_\_\_  
E-Mail Address

  
\_\_\_\_\_  
City Purchasing Agent  
3/4/11  
\_\_\_\_\_  
Date

<p style="text-align: center;"><b>SPECIAL INSTRUCTIONS TO GENERAL CONTRACTOR(S)</b> <b>SOLICITATION NO. S29-Q23867</b></p>
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**1.0    INTRODUCTION:**

- 1.1    The City of Houston, Housing and Community Development Department (HCCD) seeks qualified companies to serve as "General Contractors" to undertake housing rehabilitation and housing reconstruction contracts for homes damaged or destroyed during the United States President declared, "Major Disaster Hurricane Ike (1791)".
- 1.2    The "City Purchasing Agent" of the City of Houston, Administration and Regulatory Affairs Department is assisting in this effort by soliciting "Qualification Packages" from companies that are capable and desirous of serving as "General Contractors". Companies selected as General Contractors through this "Request for Contractors" solicitation process will be deemed eligible to serve on one of two (or both) panel(s) as prequalified contractors authorized to bid and be awarded housing rehabilitation and reconstruction contracts offered in connection with this project.

**2.0    SUBMITTAL PROCEDURE:**

- 2.1    Seven (7) hardcopies of the Qualification Packages, including one (1) printed original signed in BLUE ink (clearly marked "**Original**"), six (6) copies (clearly marked "**Copy**"), and two (2) additional electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFC document to:

City Secretary's Office  
City Hall Annex  
900 Bagby  
Houston, Texas 77002

- 2.2    The deadline for the submittal of the Qualifications Package to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFC document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Qualifications process.
- 2.3    Respondents may elect to either mail or personally deliver their Qualification Package to the City Secretary's Office.
- 2.4    The City of Houston shall bear no responsibility for submitting responses on behalf of any General Contractor. General Contractor(s) may submit their Qualification Packages to the City Secretary's Office any time prior to the stated deadline.

**3.0    QUALIFICATIONS FORMAT:**

- 3.1    The Qualifications Package should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 3.2    The Qualifications Package must be signed by an individual(s) legally authorized to bind the General Contractor(s) Company, and must contain a statement that the Qualifications Packet shall remain firm for a period of one hundred-eighty (180) days.

**4.0    MANDATORY PRE-QUALIFICATION CONFERENCE:**

- 4.1    A Mandatory Pre-Qualification Conference will be held at the date, time, and location as indicated on the first page of the RFC document. Interested General Contractor(s) should plan to attend. It will be assumed that potential General Contractor(s) attending this meeting have reviewed the RFC in detail, and are prepared to bring up any substantive questions not already addressed by the City.

**5.0    ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:**

<p style="text-align: center;"><b>SPECIAL INSTRUCTIONS TO GENERAL CONTRACTOR(S)</b> <b>SOLICITATION NO. S29-Q23867</b></p>
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- 5.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Douglas Moore, telephone: 832.393.8724, fax: 832.393.8759, or e-mail (preferred method to): Douglas.Moore@houstontx.gov, no later than Wednesday, March 16, 2011 at 10:00 a.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all General Contractor(s) shall be answered and sent to all General Contractor(s) who are listed as having obtained the RFC. General Contractor(s) shall be notified in writing of any changes in the specifications contained in this RFC.

**6.0 LETTER(S) OF CLARIFICATION:**

- 6.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFC should be used in preparing Qualifications responses.
- 6.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to General Contractor(s).

**7.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:**

- 7.1 Each General Contractor shall carefully examine all RFC documents and thoroughly familiarize themselves with all requirements prior to submitting a Qualification Packages to ensure that the Qualification Packages meets the intent of this RFC.
- 7.2 Before submitting Qualification Packages, each General Contractor shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFC. Failure to make such investigations and examinations shall not relieve the General Contractor from obligation to comply, in every detail, with all provisions and requirements of the RFC.

**8.0 EXCEPTIONS TO TERMS AND CONDITIONS:**

- 8.1 All exceptions included with the Qualification Packages shall be submitted in a clearly identified separate section of the Qualification Packages in which the General Contractor clearly cites the specific paragraphs within the RFC where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The General Contractor's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 8.2 All Exceptions that are contained in the Qualification Packages may negatively affect the City's Qualification Packages evaluation based on the evaluation criteria as stated in the RFC, or result in possible rejection of Qualification Packages.

**9.0 POST-QUALIFICATION DISCUSSIONS WITH GENERAL CONTRACTOR(S):**

- 9.1 It is the City's intent to commence final negotiation with the General Contractor(s) deemed most advantageous to the City. The City reserves the right to conduct Post-Qualification Packages discussions with any General Contractor(s).

**10.0 PROTEST:**

- 10.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFC.
- 10.2 A protest shall include the following:
- 10.2.1 The name, address, e-mail, and telephone number of the protester;

**SPECIAL INSTRUCTIONS TO GENERAL CONTRACTOR(S)**  
**SOLICITATION NO. S29-Q23867**

- 10.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
- 10.2.3 Identification of the RFC description and the RFC or contract number;
- 10.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- 10.2.5 The desired form of relief or outcome, which the protester is seeking.

**10.3 TYPES OF PROTEST:**

**10.4 Protest Regarding RFC Solicitation**

- 10.4.1 All pre-award protest regarding the RFC solicitation must be filed no later than ten (10) days prior to the deadline to submit offers.
- 10.4.2 This type of protest includes a claim that the RFC solicitation contained exclusionary or discriminatory specifications, or a claim that the qualification documents or the qualifications process violate a federal, state or local law, or that the City failed to follow its own regulations.

**10.5 Protest Regarding the Evaluation of Contractors**

- 10.5.1 Any protest regarding the evaluation of qualifications must be filed no later than ten (10) days from the day that the City Council announces a final decision regarding the selection of any General Contractor(s). Any protest filed after such date will not be considered as a valid protest, but may be considered by the City if deemed advantageous to the City.
- 10.5.2 This type of protest challenges the determination of the City's responsiveness of any offer or the responsibility of any General Contractor, or errors in calculation of the evaluation, or challenges that the City's evaluation process violated a federal, state or local law or its own regulations.

**10.6 Response to a Protest by the City Purchasing Agent**

- 10.6.1 When the City Purchasing Agent deems any protest received to be valid, pursuant to the provisions of Section 10.0 "PROTEST" cited above, the City Purchasing Agent will notify the protestor in writing within ten (10) business days of making such determination. The City Purchasing Agent may, where appropriate, request that the protester furnish additional information regarding the protest. The City Purchasing Agent may, at its sole discretion, meet with the protestor to review the issues raised in the protest.
- 10.6.2 Except as otherwise provided in the Section 10.12 "DECISIONS BY THE CITY PURCHASING AGENT", consideration of the protest, will be in accordance with the provisions presented below.

**10.7 RFC Solicitation Protests**

- 10.7.1 Upon receipt of a valid protest regarding RFC solicitation, the City may at its sole discretion, postpone the deadline for submission of qualifications until resolution of the protest. If the protest regarding the RFC solicitation includes a claim of unduly restrictive or exclusionary specifications, in considering the protest, the City will, review both the specific needs of the City for the feature or item challenged and any effect on competition of including the specification regarding that feature or item. If the City determines that such feature or item was included in the specification in order to meet a legitimate need and that it is not unduly restrictive of competition or designed to exclude a particular competitor, then the City will deny the protest.

**10.8 Protest Regarding Evaluation of General Contractor**

- 10.8.1 Upon receipt of a valid protest regarding the evaluation of General Contractors, the City may suspend its evaluation of any or all General Contractors until resolution of the protest. Unless the City determines that the protestor has established that there are reasonable doubts regarding the responsiveness or the responsibility of a



## **SPECIAL INSTRUCTIONS TO GENERAL CONTRACTOR(S)**

### **SOLICITATION NO. S29-Q23867**

General Contractor or it determines that the evaluation process is not in compliance with federal or state law or its regulations, then the protest will be denied.

#### **10.9 Post-Award Protest**

10.9.1 Upon receipt of a timely, valid, protest regarding the approval/award of the qualifications agreement, the City may issue a stop work order, if necessary, until the resolution of the protest. Unless the City determines that the protestor has established a prima facie case that the qualifications agreement was approved/awarded fraudulently or in violation of a federal, state or local law or its regulations, then the protest will be denied.

#### **10.10 Decision by the City**

10.10.1 As indicated above, in some instances, the City may suspend the qualification action upon receipt of a valid protest. However, the City reserves the right, notwithstanding the presence of a protest, to proceed with the appropriate action in the qualifications process in the following instances:

10.10.2 A. when failing to fulfill the need for the items or services would cause irreparable harm

10.10.3 B. when it is determined that the protest is vexatious or frivolous; or

10.10.4 C. when delivery or performance will be unduly delayed or other undue harm would occur by delaying the selection of qualified vendors

10.10.5 After review of a protest submitted under these provisions, the City will issue a written decision on the basis of the information provided by the protestor, the result of any meetings with the protestor, and the City's independent investigation of the matter. If the protest is upheld, the City will take appropriate action to correct the procurement to protect the rights of the protestor, including, but not limited to, reissuance of the solicitation, revised evaluation of the General Contractors or the City conclusion of the evaluation of the offers, or termination of the qualifications agreement. If the protest is denied, the City will terminate the suspension of the any procurement activity that was imposed during the consideration of the protest and will proceed with the qualifications agreement.

#### **11.0 DEBRIEFINGS:**

11.1 The purpose of a debriefing is to allow the City to explain to a General Contractor why his/her qualifications packet was not selected. Debriefings will only be provided if they are requested by an unsuccessful General Contractor. Debriefing request shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFC. Debriefings must be filed no later than ten (10) days from the day that the City announces a final decision regarding the selection of any General Contractor(s).

11.2 A debriefing shall include the following:

11.2.1 The name, address, e-mail, and telephone number of the General Contractor;

11.2.2 The signature of the General Contractor or its representative who has the delegated authority to legally bind its company;

11.2.3 Identification of the RFC description and the RFC number;

11.2.4 General Contractor must submit a list of questions in advance of any debriefing.

11.2.5 General Contractor questions can only be about his/her qualifications packet, the RFC, the General Contractor's response and/or evaluated score. The City will confine its answers to only these questions in the debriefing. The debriefing will not discuss how the General Contractor compares to other responding General Contractors.

11.2.6 After the City receives the formal debriefing request and questions from the General Contractor, the City Purchasing Agent or designee will meet with the City Evaluation Committee to discuss and prepare responses to

**SPECIAL INSTRUCTIONS TO GENERAL CONTRACTOR(S)**  
**SOLICITATION NO. S29-Q23867**

the questions; the General Contractor debriefing will be scheduled at the convenience of the City Purchasing Agent.

- 11.2.7 The General Contractor will be notified by the City if any of the questions do not fit within the scope of the debriefing and/or will not be answered.
- 11.2.8 The debriefing meeting will last no longer than one hour (or some other time limit as determined by the City Purchasing Agent).
- 11.2.9 The General Contractor will need to provide in advance a list of the attendees, the company they represent, titles and functional roles. If the General Contractor is bringing an attorney, then a Legal representative from the City will attend. If General Contractor brings an unannounced attorney, the debriefing will be re-schedule to allow the City to ample time to have Legal representative available.
- 11.2.10 The City Purchasing Agent will only address the questions submitted in writing beforehand.

**12.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION:**

- 12.1 By submission of its Qualifications Package, General Contractor(s) certifies that it is not ineligible for participation in Federal or State assistance program under Executive Order 12549, "Debarment and Suspension." Proposer further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Proposer also certifies that it shall notify the City in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of the contract. Proposer agrees that it shall refund the City for any payments made to it while ineligible.

<p style="text-align: center;"><b>UNIFORM INSTRUCTIONS TO GENERAL CONTRACTOR(S)</b> <b>SOLICITATION NO. S29-Q23867</b></p>
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- 1.0 This RFC does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Qualification Packages in response to this request.
- 2.0 The Qualification Packages will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after a pre-qualified General Contractor agreement is approved by the City. Afterward, the Qualification Packages shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the General Contractor by parties other than the City, at any time during the Qualification Packages evaluation process.
- 4.0 In the event an General Contractor submits a trade secret or confidential information to the City, the information must be clearly labeled as a "**Trade Secret**" or "**Confidential**." The City will maintain the confidentiality of such information to the extent provided by law.
- 5.0 General Contractor(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of RFC evaluation committees).
- 6.0 General Contractor(s) shall not collude in any manner, or engage in any practices, with any other General Contractor(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFC; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 7.0 All Qualification Packages submitted must pertain to the General Contractor. The copying or paraphrasing of another Contractor is not permitted.
- 8.0 The RFC and the related responses of the selected General Contractor(s) will by reference become part of any formal Agreement between the selected General Contractor and the City. The City and the selected General Contractor may negotiate an agreement or agreements for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected General Contractor, the City reserves the right to select an alternative General Contractor(s). The City reserves the right to negotiate with alternative General Contractor(s) the exact terms and conditions of the agreement.
- 9.0 General Contractor(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFC at the time a Qualification Packages is submitted to the City.
- 10.0 Any agreement(s) arising from the qualifications package shall be for a term of one (1) year. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for one (1) additional year, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the General Contractor(s).
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the General Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 General Contractor personnel essential to the continuity, and the successful and timely completion of project(s) should be available for the duration of the project unless substitutions are approved in writing by the City HCDD Director or his/her designee.
- 14.0 The General Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force

<p style="text-align: center;"><b>UNIFORM INSTRUCTIONS TO GENERAL CONTRACTOR(S)</b> <b>SOLICITATION NO. S29-Q23867</b></p>
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Majeure; and Inspections and Audits.

- 15.0 The City may terminate its performance under a contract in the event of a default by the General Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the General Contractor's failure to perform under the terms of the contract or from the General Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 General Contractor must promptly report to the City HCDD Director or designee any conditions, transactions, situation, or circumstances encountered by the General Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFC, or to reject any or all Qualification Packages received prior to approval/award of qualifications list.
- 18.0 The City reserves the right to waive any minor informality concerning this RFC, or to reject any or all Qualification Packages or any part thereof.
- 19.0 The City reserves the right to request clarity of any Qualification Packages after they have been received.
- 20.0 The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Qualification Packages. The City reserves the right to reject specific elements contained in all Qualification Packages and to complete the evaluation process based only on the remaining items.
- 21.0 After pre-qualifications agreement approval/execution, the successful General Contractor(s) shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Qualification Packages. Any subcontracting not specified in the Qualification Packages will need prior written approval from the City HCDD Director or designee.
- 23.0 General Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the General Contractor or is subcontracted to another subcontractor.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the General Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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**1.0     INDEMNITY AND RELEASE:**

**1.1     RELEASE**

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

**1.2     INDEMNIFICATION**

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

- 1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.0 INDEMNIFICATION PROCEDURES:

- 2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:
- 2.1.1 a description of the indemnification event in reasonable detail,
  - 2.1.2 the basis on which indemnification may be due, and
  - 2.1.3 the anticipated amount of the indemnified loss.
- 2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 2.3 Defense of Claims.
- 2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- 2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.0 INSURANCE REQUIREMENTS:

- 3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**
- 3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

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3.2.1 Commercial General Liability Insurance including Contractual Liability:

3.2.1.1 \$1,000,000 per occurrence

3.2.1.2 \$2,000,000 aggregate, (defense costs excluded from face value of the policy)

3.2.1.3 Products and completed operations, \$1,000,000 aggregate

3.2.2 Workers' Compensation:

3.2.2.1 Amount shall be statutory amount

3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

3.2.3 Automobile Liability (See Note Below):

\$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.2.4 Employer's Liability:

3.2.4.1 Bodily injury by accident \$100,000 (each accident)

3.2.4.2 Bodily injury by disease \$100,000 (policy limit)

3.2.4.3 Bodily injury by disease \$100,000 (each employee)

3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for Qualification Packages ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.

3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)

3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are

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unacceptable.

- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.



## **GENERAL TERMS AND CONDITIONS**

### **SOLICITATION NO.: S29-Q23867**

- 3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

#### **4.0 CONTRACTOR PERFORMANCE LANGUAGE:**

- 4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

#### **5.0 INSPECTIONS AND AUDITS:**

- 5.1 Contractor agrees to keep and maintain records associated with this agreement (including but not limited to all records of expenditures made, administrative costs, and services provided) for a minimum of five (5) years from the cessation of services provided under this agreement, or as required by Federal or State law or regulation, whichever period is longer. The Contractor shall allow the City reasonable access to the records in Contractor's possession, custody, or control that the City, State, TDHCA and or HUD deems necessary to assist the City, State, TDHCA and or HUD in auditing the services, costs, and payments provided hereunder.

#### **6.0 INTERPRETING SPECIFICATIONS:**

- 6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Qualification Packages to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFC for guidance, but they are not intended to preclude General Contractor(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*
- 6.2 Changes in the specifications, terms and conditions of this RFC will be made in writing by the City prior to the Qualification Packages due date. Results of informal meetings or discussions between a potential General Contractor(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFC.

#### **7.0 CONTRACTOR DEBT:**

- 7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.**

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**1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:**

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least **10%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division, and will comply with them.

**2.0 RESERVED:**

**3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:**

- 3.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFC must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.
- 3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Qualification Packages.

**4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:**

- 4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFC describes the contract and documentation requirements relating to this Ordinance.

**5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:**

- 5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful General Contractor(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

**6.0 QUALIFICATION/BID BOND:**

- 6.1 The General Contractor shall be required to provide and submit with the Qualification Package a Bid Bond in the amount of \$10,000.00. The Bid Bond shall be in the same form as that distributed by the City, and attached hereto, **EXHIBIT X**, all duly executed by this General Contractor (as "Principal") and by a corporate surety company licensed to do business in the State of Texas, and if the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury, or a Cashier's or a Certified check in a like amount. Company or personal checks are not acceptable.

**7.0 PERFORMANCE AND PAYMENT BOND(S):**

- 7.1 The successful General Contractor(s) shall be required to provide a Performance and Payment Bond in the total amount (100%) of each contract award.
- 7.2 The Performance and/or Payment Bond shall be in the same form as that distributed by the City, and attached hereto, **EXHIBIT XI**, all duly executed by this General Contractor (as "Principal") and by an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury.

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- 7.3 The Contractor(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10th) day following the day the bidder receives notice from the City.

**8.0 PROJECT ADMINISTRATION:**

- 8.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Qualification conference.

**9.0 PROCUREMENT TIMELINE/SCHEDULE:**

- 9.1 Listed below are the important and estimated completion dates and times for this RFC.

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Date of RFC Issued	March 4, 2011
Pre-Contractor Conference	March 14, 2011
Questions from General Contractors Due to City	March 16, 2011
Qualification Packages Due from General Contractor(s)	March 25, 2011
Notification of Qualified General Contractors ( <i>Estimated</i> )	April 15, 2011
Council Agenda Date ( <i>Estimated</i> )	May 11, 2011
Agreement Start Date ( <i>Estimated</i> )	May 16, 2011

<p style="text-align: center;"><b>SPECIFICATIONS / SCOPE OF WORK</b> <b>SOLICITATION NO.: S29-Q23867</b></p>
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**1.0     DEFINITION OF ACRONYMS:**

- 1.1     CPA – City Purchasing Agent
- 1.2     CDBG – Community Development Block Grant
- 1.3     HCDD – Housing & Community Development Department
- 1.4     HQS – Housing Quality Standards
- 1.5     HUD – U.S. Department of Housing and Urban Development
- 1.6     IBC – International Building Code
- 1.7     IRC - International Residential Code
- 1.8     MPS – Minimum Property Standards (City of Houston's Building / Inspection Codes based on this)
- 1.9     RCA – Request for Council Action
- 1.10    RFC - Request for Contractors
- 1.11    SFHRP - DR – Single Family Home Repair Program – Disaster Recovery
- 1.12    TDHCA – Texas Department of Housing and Community Affairs
- 1.13    UFAS – Uniform Federal Accessibility Standards

**2.0     REFERENCES:**

- 2.1     SFHRP CDBG-DR Hurricane Ike Guidelines
- 2.2     HCDD Commercial Division Procedures Manual – CDBG, TIRZ and Bond-funded Projects
- 2.3     Executive Order 12549, "Debarment and Suspension"
- 2.4     24 CFR Part 570, Subpart I, "State Community Development Block Grant Program"
- 2.5     Public Law 109 - 148 (Department of Defense Appropriations Act, 2006)
- 2.6     Public Law 109 - 234 (Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, 2006)
- 2.7     Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for CDBG Disaster Recovery Grantees under the Department of Defense Appropriations Act, 2006; Notice," 71 Fed. Reg. 7666 (Feb. 13, 2006); and 48 CFR, Part 31 regarding the allow ability of costs.
- 2.8     Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec. 1701u)
- 2.9     Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831 (b)) and the procedures established by the Department there under Environmental Review Procedures for Recipients assuming HUD Environmental
- 2.10    Responsibilities," 24 CFR 58, and the laws and authorities specified at 24 CFR Sections 58.5 and 58.6
- 2.11    10 Texas Administrative Code Chapter 80, Texas Manufactured Housing Standards

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- 2.12 10 Texas Administration Code, Chapter 307, Section 307.1 - 307.7, Inspections of Homes in Areas without Municipal Inspections
- 2.13 The Hatch Act (5 U.S.C. 1501-1508 and 7324 – 7328) – which limits the potential activities of employees whose principal employment activities are funded in whole or in part with federal funds in the performance of the work
- 2.14 International Residential Code and International Building Code, Texas Government Code 2306.514, Texas Government Code, Section 2306.514 Texas Government Code, Section 2306.514 “Construction Requirements for Single Family Affordable Housing”; if applicable, Texas Law 2306.5014- Requires “Accessibility Standards” for all homes that receive federal money
- 2.15 24 CFR, Part 813.102 – “Dependents of the head of household”

**3.0 BACKGROUND:**

- 3.1 The City of Houston (“City”) invites General Contractors that are qualified and otherwise capable of serving as housing construction and/or housing rehabilitation “General Contractors” to submit their qualifications to perform services in connection with rehabilitating and/or reconstructing of single-family homes that were damaged or destroyed as a result of Hurricane Ike.
- 3.2 This effort will be carried out through a program organized and administered by the HCDD Director of the City of Houston, Housing and Community Development Department (“Housing Director”). Single-family houses being repaired or reconstructed under this initiative are those damaged or destroyed during the United States President declared, “Major Disaster Hurricane Ike (1791)”.
- 3.3 The Texas Department of Housing and Community Affairs (TDHCA) will oversee the administration and funding of this project thorough a contract entered into by and between the City of Houston (“City”) and TDHCA. The project work consists of the building rehabilitation of certain single-family, owner-occupied, homes deemed repairable; and the demolition and reconstruction of certain other owner occupied, single-family dwellings.
- 3.4 The City expects to award contracts from Community Development Block Grant (“CDBG”) Round One Disaster Relief funds awarded to the State of Texas and allocated to the City, contingent upon the on-going approval of programs authorized by the State of Texas, TDHCA.
- 3.5 This project herein referred to as “The Work” consists of rehabilitation and or reconstruction of owner occupied, single-family dwellings. Some of the covered houses will require work that will be covered under the Uniform Federal Accessibility Standards (UFAS)-compatible components. Once rehabilitated or reconstructed, all of the covered houses shall meet all Federal, State, and local jurisdictional requirements and applicable environmental laws and regulations.
- 3.6 The “Work Geographic Area” includes only, the incorporated areas in City of Houston, largely located within Harris County, and includes certain areas within Fort Bend and Montgomery Counties where Homeowners pay taxes to the City.
- 3.7 General Contractors interested in performing rehabilitation, reconstruction, and demolition activities may be responsible for performing containment and/or abatement of Lead and Asbestos Containing Materials as necessary.
- 3.8 Additionally, General Contractors submitting qualifications for rehabilitation and reconstruction activities shall also be responsible for construction of off-street parking, and any additional construction services requested by the City.

**4.0 OBJECTIVE:**

- 4.1 This Request for Contractor(s) (“RFC”) is to allow the City to establish a pre-qualified Contractors list of General Contractors that are deemed qualified and otherwise capable of serving as housing construction and/or housing rehabilitation contractors. The selected pre-qualified General Contractors will be invited to bid on individual

## SPECIFICATIONS / SCOPE OF WORK

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projects pertaining to housing rehabilitation and/or housing reconstruction.

- 4.2 General Contractors may choose to submit qualifications to perform housing rehabilitation work or housing reconstruction work or to perform both services. The scopes of services needed in connection with each of these areas of work are described in SECTION 5.0.
- 4.3 The City intends to offer individual contracts to provide for the **"rehabilitation and repair"** of approximately 194 owner-occupied, single-family houses at a cost not to exceed \$25,000 per unit.
- 4.4 In addition, the City intends to offer individual contracts to provide for the **"reconstruction"** of approximately 48 single-family, owner-occupied houses at a cost not to exceed \$85,000 per unit. In each instance, the **"reconstruction"** scope of work will require the successful General Contractor to enter into a contract providing for **both** the demolition and clear away the debris of the existing damaged house and the construction of a new single-family house (roughly, comparable in size to the demolished house) on the existing property site. This service is herein referred to as **"reconstruction"**.
- 4.5 It is anticipated that the City of Houston, HCDD, will offer the first group of contracts in April 2011, with continuing contract offerings being made on at least monthly basis, until such time as all houses are under housing rehabilitation or housing reconstruction contracts, as appropriate. It is expected that all of **the Work** will be completed under this program no later than December 2012.
- 4.6 General Contractors submitting qualifications should understand and take into consideration that the program could increase to serve additional damaged houses in the affected areas; could be expanded to include other housing rehabilitation programs administered by the City; and that the maximum housing rehabilitation and or housing reconstruction contract price could increase, depending upon future amendments to this RFC as approved by appropriate local, state and/or federal authorities.
- 5.0 **SCOPE OF SERVICES:**
  - 5.1 Under this RFC, **"Housing Rehabilitation"** is defined as a diverse scope of repair work needed to bring a hurricane damaged, owner-occupied, single-family home into compliance with City of Houston local code standards, HUD Housing Quality Standards (HQS), and as applicable, with Uniform Federal Accessibility Standards.
  - 5.2 Under this RFC, **"Housing Reconstruction"** is defined as a diverse scope of work needed to **both** demolish and clear away the debris of the existing hurricane damaged house; and (incorporated under a single contract) to construct a new single-family house for the property owner (roughly, comparable in size to the demolished house) on the property-owners property site.
    - 5.2.1 Demolition and clearance work shall be carried out in compliance with all local, state and federal statutes and regulations governing such work.
    - 5.2.2 The new single-family home will be constructed in compliance with all local, state and federal statutes governing such work and the new home will be constructed to standards necessary to comply with City of Houston local building code standards, HUD Housing Quality Standards (HQS), and as applicable, with Uniform Federal Accessibility Standards.
  - 5.3 Under this RFC, the General Contractor may choose to submit qualifications to bid on contracts to perform housing rehabilitation work or housing reconstruction work or to bid on contracts to perform both services. The City will evaluate the submitted credentials and make a determination as to whether the General Contractor satisfies the criteria to be included on the pre-qualified contractors list for housing rehabilitation or housing reconstruction contracts or both.
  - 5.4 A scope of work will be prepared for each property covered under this project by City in the service area the City of Houston; and will be developed under the supervision of the Director of the City of Houston, Housing and Community Development Department Director ("City Housing Director").

## **SPECIFICATIONS / SCOPE OF WORK**

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- 5.5 The scope will be based on a comprehensive visual on-site inspection of the property by a qualified specialist; and a determination will be made as to whether the covered house should be scheduled for housing rehabilitation/repair or for reconstruction. In either instance, the scope of work shall be designed so as to render the property owner with a single-family home that complies with local codes and ordinances and to improve the property so that it will comply with minimum Housing Quality Standards as defined by HUD and TDCHA.

#### **6.0 HOUSING REHABILITATION CONTRACTS:**

- 6.1 The scope of work for each contract will vary depending upon the actual repair needs of each individual single-family home covered under the program. An extensive scope of repair work will include the need for diverse services and may include licensed trade work (e.g., electrical, plumbing, HVAC); pier and beam foundation repair or replacement; roof repair or replacement; lead based paint and mold hazard remediation; termite and other pests infestation abatement; general and specialized carpentry work that may include window and door repairs or replacement; exterior siding repair or replacement; sub-floor and floor covering repair or replacement; and any other repairs required to bring the house into compliance with local building codes and HUD minimum housing quality standards.
- 6.2 The City will not include under housing rehabilitation any property where it has been determined that a given single-family home cannot reasonably be rehabilitated and brought to federal, state and local code requirements within the maximum \$25,000 per unit grant allowance. This maximum amount includes a ten percent (10%) cost contingency allowance that will be set aside for each job. As such, the maximum cost estimate for any house rehabilitated under this program will not exceed a prime facie bid amount of \$22,500.
- 6.3 The total number of outstanding contracts any General Contractor can be awarded will be determined by the HCDD and will be based upon the capacity of the General Contractor to simultaneously complete several projects at one time.
- 6.4 General Contractors selected to serve on the pre-qualified contractors list for Housing Rehabilitation Contracts may be eligible to bid on a rotational basis as contracts become available. However, the City reserves the right to remove from any bidding rotation offering, any pre-qualified General Contractor who has capped their contract award and/or performance bonding capacity; or who have failed to complete contracts already awarded in a timely manner; or who are determined by the City to be in non-compliance with any of the provisions governing contracts awarded; or who are determined by the City to be in non-compliance with any of the provisions of this Request for Contractors.
- 6.5 As the successful bidder, upon contract award, the bidder's company shall serve as General Contractor. As General Contractor, the company is solely responsible for hiring and managing qualified workers and sub-contractors needed to ensure that all work included in the housing rehabilitation scope of work is carried out in a timely manner and is completed in full compliance with local building code standards, HUD Housing Quality Standards and as applicable, Uniform Federal Accessibility Standards.
- 6.6 Each successful General Contractor will be required to enter into a Tri-Party Agreement (inclusive of the property owner and the City of Houston). No work will commence; nor shall an order to proceed be issued by the City until after all parties have signed the Tri-Party Agreement; and until after (on a subsequent date), a "Pre-construction Conference" is held at the property site. The preconstruction conference must be attended by the homeowner, the General Contractor and representative from the HCDD.
- 6.7 During the pre-construction conference, parties will negotiate logistical arrangements needed to execute the housing rehabilitation scope of work. The parties will address all issues related to the timeframe by which the General Contractor must complete the rehabilitation work; the General Contractors' use of the house utilities and facilities; moving and/or the offsite storage of homeowner furniture and personal belongings (needed to provide the Contractors with ready access to identified work areas); and any other matters related to steps necessary to ensure that the rehabilitation work is completed in a timely manner.
- 6.8 The outcome of the pre-construction conference negotiations must be placed in writing signed by all parties and will become an addendum to the Tri-Party Agreement. The Agreement will include a copy of the housing rehabilitation scope of work, and other related documents that shall state a specific date for commencement of the repair work and a specific date for completion of all repairs. An executed copy of the Tri-Party Agreement and

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any addenda shall be furnished to all parties.

- 6.9 The General Contractor must obtain all permits that are required to perform the authorized scope of work. The General Contractor must comply with all the regulations governing the issuance and inspections of any Work permitted. Furthermore, the General Contractor and his/her subcontractors must possess trade or other professional licenses as may be required by the State of Texas and the City in order to perform such functions that are subject to licensing.
- 6.10 The entire structure of any house selected for housing rehabilitation must be brought into compliance with local health and safety codes and standards, and with minimum housing quality standards (HQS). Rehabilitation shall be limited to "stick built" structures that have been deemed feasible for rehabilitation by the City.
- 7.0 HOUSING RECONSTRUCTION CONTRACTS:**
- 7.1 The scope of work will include provisions indicating that the selected General Contractor will furnish all supervision, labor, material and equipment necessary to demolish and remove the existing home from the lot and prepare lot to receive new work.
- 7.2 Additionally, the scope of work will include provisions indicating that the selected General Contractor furnish all supervision, labor, material and equipment necessary to construct a new two or three bedroom single-family home.
- 7.3 General Contractors seeking placement on the "Housing Reconstruction Pre-Selected Bidder Panel must submit as part of their package, several sets of floor plans and drawings that are typical samples of houses the General Contractor will build if awarded Housing Reconstruction Contracts as a result of this RFC. The following sample plans must be submitted:
- 7.3.1 Plan 1: Three Bedroom, Two Bath, Single-Family House (slab on grade) – approximately 1,500 SF
- 7.3.2 Plan 2: Three Bedroom, Two Bath, Single-Family House (slab on grade) – approximately 1,500 SF and with design standards in full compliance with the Uniform Federal Accessibility Standards
- 7.3.1 Plan 3: Two Bedroom, Two Bath, Single-Family House –approximately 1,000 SF (slab on grade)
- 7.3.2 Plan 4: Two Bedroom, Two Bath, Single-Family House – approximately 1,000 SF (slab on grade), and with design standards in full compliance with the Uniform Federal Accessibility Standards
- 7.4 The submitted plans and drawings must be approvable by the City of Houston, Building Permitting Division of the Public Works and Engineering Department; and they must comply with "Housing Reconstruction" Work Specifications furnished by the Housing and Community Development Department. These Work Specifications are available for review on line at the following site: <http://www.houstontx.gov/housing/singlefamily-rfp.html>
- 7.5 The actual scope of work provided by the City to General Contractors for Housing Reconstruction Contracts will specify the house size and floor plan configuration designed to accommodate the needs of the property owner household.
- 7.6 In most instances the scope of work prepared by the City will require that the bidder submit plans and drawings that will provide for the construction of a new single-family home, constructed on slab, and ranging in size from about 1,000 to as much as 1,500 square feet and containing two bathrooms.
- 7.7 The scope of work will include everything needed for the entire construction of the house and lot, and may include landscaping, fencing, installation of a new reinforced concrete driveway with positive drainage to the street, installation of attached carports or garages and installation of a new reinforced concrete sidewalk, if applicable.
- 7.8 Depending upon the needs of the individual household, the scope of work provided by the City, may include requirements providing for the installation of a reinforced handicap concrete ramp with metal handrail and the



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installation of additional handicapped accessories at the bathroom and kitchen (such as handicapped toilets, stainless steel handicap grab bars, etc.).

- 7.8 All housing reconstruction contracts shall be strictly turnkey.
- 7.9 The total number of outstanding contracts any General Contractor can be awarded will be determined by the HCDD and will be based upon the capacity of the General Contractor to simultaneously complete several projects at one time.
- 7.10 General Contractors selected to serve on the pre-qualified contractors list for Reconstruction Contracts may be eligible to bid on a rotational basis as contracts become available. However, the City reserves the right to remove from any bidding rotation offering, any pre-qualified General Contractor who has capped their contract award and/or performance bonding capacity; or who have failed to complete contracts already awarded in a timely manner; or who are determined by the City to be in non-compliance with any of the provisions governing contracts awarded; or who are determined by the City to be in non-compliance with any of the provisions of this Request for Contractors.
- 7.11 As the successful bidder, upon contract award, the bidder's company shall serve as General Contractor. As General Contractor, the company is solely responsible for hiring and managing qualified workers and sub-contractors needed to ensure that all work included in the housing reconstruction scope of work is carried out in a timely manner and is completed in full compliance with local building code standards, HUD Housing Quality Standards and as applicable, Uniform Federal Accessibility Standards.
- 7.12 Each successful General Contractor will be required to enter into a Tri-Party Agreement (inclusive of the property owner and the City of Houston). No work will commence; nor shall an order to proceed be issued by the City until after all parties have signed the Tri-Party Agreement; and until after (on a subsequent date), a "Pre-construction Conference" is held at the property site. The pre-construction conference must be attended by the homeowner, the General Contractor and representative from the HCDD.
- 7.13 During the pre-construction conference, parties will negotiate logistical arrangements needed to execute the housing reconstruction scope of work. The parties will address all issues related to the timeframe by which the General Contractor must complete the reconstruction work.
- 7.14 The City of Houston, through the Disaster Recovery SFHRP grant, will be responsible for and will pay all eligible costs associated with relocating the homeowner household and household belongings for the duration of the time that housing reconstruction work is being completed by the General Contractor.
- 7.15 The outcome of the pre-construction conference negotiations must be placed in writing signed by all parties and will become an addendum to the Tri-Party Agreement. The Agreement will include a copy of the reconstruction scope of work, and other related documents that shall state a specific date for commencement of the work and a specific date for completion of all work. An executed copy of the Tri-Party Agreement and any addenda shall be furnished to all parties.
- 7.16 The General Contractor must obtain all permits that are required to perform the authorized scope of work. The General Contractor must comply with all the regulations governing the issuance and inspections of any Work permitted. Furthermore, the General Contractor and his / her subcontractors must possess trade or other professional licenses as may be required by the State of Texas and the City in order to perform such functions that are subject to licensing.

<p style="text-align: center;"><b>QUALIFICATION PACKAGES OUTLINE AND MINIMUM CONTENT REQUIREMENTS</b> <b>SOLICITATION NO.: S29-Q23867</b></p>
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To simplify the review process and to obtain the maximum degree of comparability, the Qualification Packages must follow the outline as set forth below and, at a minimum, contain the information as requested below in order to be considered by the City. General Contractor(s) are encouraged to include additional relevant information as applicable.

**1.0    TITLE PAGE:**

- 1.1    The title page should include the title and number of the RFC, name and address of the General Contractor(s), and the date of the Qualification Packages.

**2.0    OFFER & SUBMITTAL FORM:**

- 2.1    RFC MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE GENERAL CONTRACTORS FIRM.

**3.0    LETTER OF TRANSMITTAL:**

- 3.1    A letter of transmittal shall include the following:
- 3.1.1    The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the General Contractor.
- 3.1.2    A statement that the person signing the letter of transmittal is authorized to legally bind the General Contractor; and that the Qualification Packages will comply with the requirements and arrangements stated in the RFC.

**4.0    EXPERTISE/EXPERIENCE/QUALIFICATION/PERSONNEL STATEMENT:**

- 4.1    Provide a written statement describing the number of years of experience the General Contractor has been in business under his/her current name.
- 4.2    Provide a brief written statement describing the number of new construction, housing rehabilitation, demolition, housing reconstruction or other construction industry contracts completed by the General Contractor under his/her present company name. Please be advised that construction contracts to satisfy this criteria must have been undertaken by building permits obtained under the General Contractor's present company name.
- 4.3    Provide a brief written statement describing the number of years the General Contractor has been in business under his/her current name working with federal, state or locally sponsored or funded programs, particularly those in Southeast Texas as it pertains to the following: new construction, housing rehabilitation, demolition, housing reconstruction or other construction industry projects. Additionally, please describe any/or all experience relative to complying with the Davis-Bacon Act and Section 3 and any related Laws in the performance of the work to meet all requirements for active monitoring and documentation.
- 4.4    Provide an organizational chart of proposed team or staff that will be utilized for HCDD projects, inclusive of all proposed sub-contractor(s).
- 4.5    Provide resumes, titles and functions of key personnel whom will be responsible for the delivery of the service(s)/project(s); inclusive of all proposed sub-contractor(s).
- 4.6    Provide copies of key personnel certifications and/or licenses as applicable to the rehabilitation and reconstruction projects specialty (i.e. electrical or plumbing etc.); inclusive of all proposed sub-contractor(s).
- 4.7    Provide a written statement acknowledging the City's M/WBE Program and contractor's willingness to make a good-faith effort in utilizing a certified M/WBE sub-contractor for 10% of work per each project awarded by the City.

# **QUALIFICATION PACKAGES OUTLINE AND MINIMUM CONTENT REQUIREMENTS**

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## **5.0 WORK QUALITY:**

- 5.1 Provide a sample of the General Contractor's written warranty that is compliant with the applicable Texas State law, and guarantee's the General Contractor's work for the durations after the completion required by all regulations, which will be provided to the homeowner under this program. If warranty is to be provided by a third party insurer, provide information regarding the insurer's status as an eligible insurer in the State of Texas.
- 5.2 Provide a written copy of the General Contractor's Quality Control Program that describes his/her approach to quality control, and a copy of the General Contractor's Safety Program and Experience Modification Rate values. The General Contractor shall provide his/her procedures for inspection of all items of work and his/her procedures for addressing punch list items.
- 5.3 Provide four (4) references including addresses from clients who received new housing construction, housing rehabilitation or related construction services from the General Contractor performed under building permits obtained by the General Contractor.
- 5.4 Provide three (3) letters of references from subcontractors who have performed work for the General Contractor on new housing construction, housing rehabilitation or any other construction related projects.
- 5.5 Provide before and after photographs of new housing construction, housing rehabilitation work, demolition work or other construction work performed under building permits obtained by the General Contractor.
- 5.6 Applicable to "Reconstruction General Contractors" only, Provide samples of plans as outlined in Section 7.3 of the SPECIFICATIONS/SCOPE OF WORK.
- 5.7 Provide an Affidavit from the General Contractor listing any and all claims, litigation or arbitration actions related to contracts entered into by the General Contractor and any contracted party. (The City reserves the right to independently investigate the General Contractor reporting in this area).

## **6.0 FINANCIAL STATEMENTS/BONDING CAPACITY:**

- 6.1 Submit General Contractor audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.
- 6.2 Submit a letter from a certified Surety/Bonding company, authorized to do business in the State of Texas stating the "Contractor's Bonding" capacity and provide the Surety listing with the U.S. Treasury. Additionally, the letter shall include the largest sum that the Surety/Bonding Company would be willing to bond the General Contractor for city rehabilitation/reconstruction projects. The Surety/Bonding Company may be contacted and interviewed by the City.
- 6.3 Submit a letter from the Insurance provider stating the General Contractor's ability in obtaining insurance to meet the City's minimum insurance requirements (as stated in the GENERAL TERMS, SECTION 3.0) and Insurance providers A.M. Best rating.
- 6.4 Submit a detailed list of all available funds/credit amounts and from source (i.e. \$10K; Cash- Bank Name Savings Account or \$100K; Line of Credit- Credit Card Name or Supplier Name). Please attach all Bank Statements and/or Credit Lines/Letters or Documents.

## **7.0 HOUSING UNIT PRODUCTION CAPACITY/PROPOSED OPERATIONS PLAN/EQUIPMENT LIST/ASSETS:**

- 7.1 Provide a written statement of the maximum number of single-family homes that the General Contractor can rehabilitate/reconstruct simultaneously, while still maintaining a high quality of service delivery under each awarded project.

**QUALIFICATION PACKAGES OUTLINE AND MINIMUM CONTENT  
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- 7.2 Provide a written statement of the willingness and demonstrated capacity of the General Contractor to undertake housing rehabilitation/reconstruction projects at any location within "geographic work area" as defined in paragraph 3.6 SPECIFICATION/SCOPE OF WORK.
- 7.3 Provide a list of all construction trade affiliations and relationships the General Contractor presently maintains with as subcontractors and building construction materials suppliers.
- 7.4 Provide a list of assets/equipment the General Contractor presently possess via demonstrated ownership, control or leasehold of heavy equipment (i.e. trucks, backhoes, cement mixers, trailers, etc.), which he/she currently utilize to undertake new housing construction, housing rehabilitation and or demolition work.
- 7.5 Provide a detail logistical operational plan on how the General Contractor will perform all required tasks as it pertains to addressing housing rehabilitation/reconstruction if he/she were awarded the General Contractor's stated maximum amount of projects. The highest quality Logistical Operations Plan shall outline the General Contractor's ability as follows:
- 7.5.1 General Contractor ability to manage multiple housing rehabilitation and housing reconstruction work sites;
- 7.5.2 General Contractor ability to schedule rehabilitation work for individual houses to ensure timely work completion;
- 7.5.3 General Contractor ability to mobilize work crews and subcontractors needed to complete work;
- 7.5.4 General Contractor method by which he/she will track work progress on individual projects, to ensure the timely completion of the work specified under each contract.
- 8.0 PERMITS, REGISTRATIONS, & CERTIFICATIONS:**
- 8.1 Provide copies of permits, registrations, and certifications pertaining to conducting business in the State of Texas. Specific submittals include, but are not limited to the following:
- 8.1.1 Letter of existence/registration issued by the Texas Secretary of State, indicating that the if the General Contractor Company is a Corporation, either Texas or foreign that is authorized to do business in the State of Texas
- 8.1.2 Certificate of Account Status issued by the Texas Comptroller of Public Accounts, establishing that the General Contractor firm is current with any and all taxes, if any, due to the state of Texas.
- 8.1.3 A notarized statement that the General Contractor is not debarred, suspended, or an ineligible Contractor according to HUD's "Consolidated List of Debarred, Suspended and Ineligible Contractors" and the US General Services Administration's "Consolidated List of Debarred and Suspended Contractors"
- 8.1.4 The General Contractor acknowledges and certifies that a) his/her company and its subcontractors has the capacity and technical ability to perform the range of services stated in the scope of work; and b) that the General Contractor and its subcontractors have the experienced personnel to perform the range of services stated in the scope of work.
- 8.1.5 The General Contractor acknowledges and certifies that: his/her company will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the potential activities of employees whose principal employment activities are funded in whole or in part with federal funds, related to work under this RFC.
- 8.1.6 The General Contractor acknowledges and certifies that: the General Contractor Company in the performance of the Work, and to the extent applicable, will comply with all federal Laws and policies relating to the CDBG including but not limited to those set forth below, which are incorporated by reference:

<p style="text-align: center;"><b>QUALIFICATION PACKAGES OUTLINE AND MINIMUM CONTENT REQUIREMENTS</b> <b>SOLICITATION NO.: S29-Q23867</b></p>
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8.1.6.1 24 CFR Part 570, Subpart I;

8.1.6.2 Public Law 109 – 148 (Department of Defense Appropriations Act, 2006);

8.1.6.3 Public Law 109 – 234 (Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, 2006);

8.1.6.4 Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for CDBG Disaster Recovery Grantees Under the Department of Defense Appropriations Act, 2006; Notice, "71 Fed. Reg. 7666 Feb. 13, 2006);

8.1.6.5 48 CFR, Part 31 regarding the allow ability of costs;

8.1.6.6 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Section 1701u);

8.1.6.7 Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U. S. C. Section 4831 (b)) and the procedures established by the Department thereunder; and

8.1.6.8 "Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities," 24 CFR 58, and the laws and authorities specified at 24 CFR Sections 58.5 and 58.6

**8.0 CONTENTS:**

8.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

8.1.1 Title Page

8.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)

8.1.3 Letter of Transmittal

8.1.4 Expertise/Experience/Qualification Statements (Items 4.1 - 4.3, & 4.7)

8.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel

8.1.6 Work Quality (Items 5.1 – 5.7)

8.1.7 Financial Statement/Bonding Capacity (Items 6.1 – 6.4)

8.1.8 Housing Unit Production Capacity/Proposed Operations Plan/Equipment List/Assets (Items 7.1 -7.5)

8.1.9 Permits, Registrations & Certifications (Item 8.1 – 8.1.6.8)

8.1.10 List of References and List of Proposed Subcontractors (Exhibit I)

8.1.11 Fair Campaign Ordinance Form "A" (Exhibit V)

8.1.12 Affidavit of Ownership or Control (Exhibit VI)

8.1.13 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)

8.1.14 Anti-Collusion Statement (Exhibit VIII)

8.1.15 Conflict of Interest Questionnaire (Exhibit IX )

**QUALIFICATION PACKAGES OUTLINE AND MINIMUM CONTENT  
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8.1.19 Bid Bond \$10,000.00 (Exhibit X)

8.1.21 Requested Information Outlined in the Scope of Work and/or Other Additional Relevant/Supporting Information

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**1.0 EVALUATION SUMMARY:**

- 1.1 An evaluation committee will develop a short list of General Contractor(s) based upon the initial review of each Qualification Packages received. The short listed General Contractor(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed General Contractor(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all General Contractor(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

**2.0 SELECTION PROCESS:**

- 2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the General Contractor(s) to create, modify and implement the required application modules. The General Contractor(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the General Contractor(s) fails to satisfy the City or the General Contractor(s) is deemed unqualified to provide the services contemplated. Each Qualification Packages will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Expertise/Experience/Qualifications/Personnel	25%
2.1.2	Work Quality	25%
2.1.3	Financial Statements/Bonding Capacity	25%
2.1.4	Housing Unit Production Capacity/Proposed Operations/Equipment List/Assets	20%
2.1.5	Permits, Registrations, & Certifications	5%

**3.0 QUALIFICATIONS SCORING MATRIX:**

- 3.1 An individual "Scoring Matrix" has been provided for each of the respective two panels of pre-qualified firms ("Housing Rehabilitation" and "Housing Reconstruction" that will be selected under this RFC). Using the Selection Criteria outlined immediately above, the scoring matrix for each panel to be selected is weighted to take into account the experience and capabilities of each General Contractor firm to perform the scope of work required for each project activity as described in this RFC. The Scoring Matrix are presented in:
- 3.1.1 TABLE A: "HOUSING REHABILITATION CONTRACTS SCORING MATRIX" ;and
- 3.1.2 TABLE B: "HOUSING RECONSTRUCTION CONTRACTS SCORING MATRIX".

**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,  
PROPOSED SUBCONTRACTORS  
SOLICITATION NO.: S29-Q23867**



**EXHIBIT I – OFFER AND SUBMITTAL**  
**SOLICITATION NO.: S29-Q23867**

NOTE: QUALIFICATION PACKAGES MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE QUALIFICATION PACKET CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

\_\_\_\_\_  
(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Contractor: (\_\_\_\_\_) \_\_\_\_\_

Signature, Name and title of Affiant: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public in and for)

\_\_\_\_\_  
County, Texas

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BID BOND:**

The Bidder shall provide a bid bond in the Amount of \$10,000. This bond shall be in the same form as that distributed by the City, and shall be duly executed by General Contractor (as "Principal") and by a corporate surety company licensed to do business in the State of Texas. Cashier checks made payable to the City is also accepted. Bid bonds will be held by the City until a selection is approved.

<b>EXHIBIT I – REFERENCES</b> <b>SOLICITATION NO.: S29-Q23867</b>
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**LIST OF PREVIOUS CUSTOMERS**

1.    Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
      Contract Name/Title: \_\_\_\_\_  
      System Description: \_\_\_\_\_  
      \_\_\_\_\_
  
2.    Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
      Contract Name/Title: \_\_\_\_\_  
      System Description: \_\_\_\_\_  
      \_\_\_\_\_
  
3.    Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
      Contract Name/Title: \_\_\_\_\_  
      System Description: \_\_\_\_\_  
      \_\_\_\_\_
  
4.    Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
      Contract Name/Title: \_\_\_\_\_  
      System Description: \_\_\_\_\_  
      \_\_\_\_\_

**EXHIBIT I – LIST OF SUBCONTRACTOR(S)**  
**SOLICITATION NO.: S29-Q23867**

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Qualification Packages.

[illegible]

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES  
CONTRACT REQUIREMENTS  
SOLICITATION NO.: S29-Q23867**

**M/WBE FORMS ARE NOT REQUIRED TO BE SUBMITTED WITH QUALIFICATIONS PACKET  
PLEASE REFER TO SECTION 4.7 OF QUALIFICATIONS PACKAGES OUTLINE AND MINIMUM  
CONTRACT REQUIREMENT**

**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION**  
**SOLICITATION NO.: S29-Q23867**

DATE OF REPORT: \_\_\_\_\_

BID NO.: \_\_\_\_\_

FORMAL BID TITLE: \_\_\_\_\_

NAME OF MINORITY/WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL .....					\$ _____
M/WBE PARTICIPATION AMOUNT .....					\$ _____ %
TOTAL BID AMOUNT .....					\$ _____

**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION**  
**SOLICITATION NO.: S29-Q23867**

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

**NOTE:**

ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.  
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

\_\_\_\_\_  
BIDDER COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT**  
**SOLICITATION NO.: S29-Q23867**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**  
**City Purchasing Agent**

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER**

**LETTER OF INTENT**

Contract Bid Number: \_\_\_\_\_

Bid Title: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

M/WBE Participation Amount: \$ \_\_\_\_\_ **M/WBE GOAL** \_\_\_\_\_ %

1. \_\_\_\_\_ agrees to perform work/supply goods and/or  
**(Name of Minority/Women Business Enterprise)**  
Services in connection with the above-named contract and \_\_\_\_\_ as:  
**Name of Prime Contractor**
  - (a) \_\_\_\_\_ An Individual
  - (b) \_\_\_\_\_ A Partnership
  - (c) \_\_\_\_\_ A Corporation
  - (d) \_\_\_\_\_ A Joint Venture
2. \_\_\_\_\_ status is confirmed by M/WBE Directory made  
**(Name of Minority/Women Business Enterprise)**  
available through the City of Houston Affirmative Action Division. Certificate No.: \_\_\_\_\_.
3. \_\_\_\_\_ and \_\_\_\_\_  
**(Name of Prime Contractor)** **(Minority/Women Business Enterprise)**  
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

\_\_\_\_\_  
(Signed -- Prime Contractor)

\_\_\_\_\_  
(Signed -- Minority/Women Business Enterprise)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

<b>EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS</b> <b>SOLICITATION NO.: S29-Q23867</b>
--

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. \_\_\_\_\_ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director (“the Director”).
2. \_\_\_\_\_ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
  - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
  - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ; which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number of known MBE's and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20<sup>th</sup> Floor, Houston, Texas.



**EXHIBIT II – ATTACHMENT “D”: AFFIRMATIVE ACTION AND  
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT  
SOLICITATION NO.: S29-Q23867**

Report Period: \_\_\_\_\_

PROJECT NAME & NUMBER: \_\_\_\_\_

AWARD DATE: \_\_\_\_\_

PRIME CONTRACTOR: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_

LIAISON/PHONE NO.: \_\_\_\_\_

M/WBE GOAL: \_\_\_\_\_

M/WBE SUB/VENDOR NAME	DATE OF A.A. CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.  
Provide support documentation on all revenues paid to end of the report period to:  
M/WBE's to reflect up/down variances on Contract amount.

Affirmative Action Division  
ATTN: Velma Laws 713-837-9018  
611 Walker, 20<sup>th</sup> Floor  
Houston, Texas 77002

**EXHIBIT III – RESERVED**  
**SOLICITATION NO.: S29-Q23867**

**NOT APPLICABLE**

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE  
INSURANCE CERTIFICATE  
SOLICITATION NO.: S29-Q23867**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
  - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====C A N C E L L A T I O N=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE  
THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL 30 DAYS~~  
~~WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO~~  
~~THE LEFT), BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO~~  
~~OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

<p><b>EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE</b> <b>SOLICITATION NO.: S29-Q23867</b></p>
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**CERTIFICATE OF INSURANCE EXPLANATIONS**

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

# EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S29-Q23867

## ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

### COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

### COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input checked="" type="checkbox"/> Owners & Contractors Prot.				General Aggregate \$2,000,000 Products-Comp/Op Agg. \$1,000,000 Personal & Adv. Injury \$1,000,000 Each Occurrence \$ 500,000 Fire Damage (Any one fire) \$ 50,000 Med. Expense \$ 5,000 (Any one person)
A.	<b>Automobile Liability</b> <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.			Combined Single Limit \$1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per Accident) \$ Property Damage \$
	<b>Excess Liability</b>			Each Occurrence Aggregate	\$ \$
	<b>Worker's Compensation and Employee Liability</b>	Statutory Limits	(X)	<b>Statutory Limits</b>	Each Accident \$ 100,000 Disease - Policy Limit \$ 100,000 Disease - Each Employee \$ 100,000
	<b>Other</b>				

### DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.  
For (Project Name):

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562  
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

<p style="text-align: center;"><b>EXHIBIT V – FAIR CAMPAIGN ORDINANCE</b> <b>SOLICITATION NO.: S29-Q23867</b></p>
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The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Qualification Packages to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Qualification Packages basis, competitive Qualification Packages basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

**A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR QUALIFICATION PACKAGES FOR A CITY CONTRACT.** Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Qualification Packages.

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN**  
**SOLICITATION NO.: S29-Q23867**

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” Includes proprietors of proprietorships, partners or joint venture’s having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Qualification Packages for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Qualification Packages, submission or bid of:

Firm or Company Name: \_\_\_\_\_

Firm or Company Address: \_\_\_\_\_

**The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:**

☐ **SOLE PROPRIETORSHIP**

Name _____	_____
Proprietor	Address

☐ **A PARTNERSHIP**

**List each partner having equity interest of 10% or more of partnership (if none state “none”):**

Name _____	_____
Partner	Address

Name _____	_____
Partner	Address

☐ **A CORPORATION**

**List all directors of the corporation (if none state “none”):**

Name _____	_____
Director	Address

Name _____	_____
Director	Address

Name _____	_____
Director	Address

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN**  
**SOLICITATION NO.: S29-Q23867**

**List all officers of the corporation (if none state none”):**

Name \_\_\_\_\_  
Officer \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_  
Officer \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_  
Officer \_\_\_\_\_ Address \_\_\_\_\_

**List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):**

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

**I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.**

\_\_\_\_\_  
Preparer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

8/23/01



**EXHIBIT VI: CONTRACTOR OWNERSHIP  
DISCLOSURE ORDINANCE  
SOLICITATION NO.: S29-Q23867**

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Qualification Packages, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Qualification Packages Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Qualification Packages.

<p align="center"><b>EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL</b> <b>SOLICITATION NO.: S29-Q23867</b></p>
--

ORIG. DEPT.: \_\_\_\_\_

FILE/I.D. NO.: \_\_\_\_\_

**INSTRUCTION:** ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF \_\_\_\_\_

§

COUNTY OF \_\_\_\_\_

§

§

**AFFIDAVIT OF OWNERSHIP OR CONTROL**

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_ [FULL NAME] (hereafter "Affiant"),

\_\_\_\_\_ [STATE TITLE/CAPACITY WITH CONTRACTING  
ENTITY] of \_\_\_\_\_

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

\_\_\_\_\_ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the Qualification Packages, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

**FOR PROFIT ENTITY:**

**NON-PROFIT ENTITY:**

☐ SOLE PROPRIETORSHIP

☐ CORPORATION

☐ PARTNERSHIP

☐ LIMITED PARTNERSHIP

☐ JOINT VENTURE

☐ LIMITED LIABILITY COMPANY

☐ OTHER (Specify type in space below)

☐ NON-PROFIT CORPORATION

☐ UNINCORPORATED ASSOCIATION

<p align="center"><b>EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL</b> <b>SOLICITATION NO.: S29-Q23867</b></p>
--

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

**Contracting Entity**

Name: \_\_\_\_\_

Business Address [No./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

Residence Address [No./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

**5% Owner(s) or More (IF NONE, STATE "NONE.")**

Name: \_\_\_\_\_

Business Address [No./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

Residence Address [No./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

**EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL**  
**SOLICITATION NO.: S29-Q23867**

**6. Optional Information**

Contracting Entity and/or \_\_\_\_\_ [NAME OF  
OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or  
amount of taxes levied against \_\_\_\_\_ [CONTRACTING  
ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: \_\_\_\_\_

Tax Account Nos. \_\_\_\_\_

Case or File Nos. \_\_\_\_\_

Attorney/Agent Name \_\_\_\_\_

Attorney/Agent Phone No. (\_\_\_\_) \_\_\_\_\_

Tax Years \_\_\_\_\_

Status of Appeal [DESCRIBE] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

**NOTE:**

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE  
PROCEDURES FOR CONTRACTORS  
SOLICITATION NO.: S29-Q23867**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VII – ATTACHMENT “A”**  
**DRUG POLICY COMPLIANCE AGREEMENT**  
**SOLICITATION NO.: S29-Q23867**

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)  
\_\_\_\_\_  
(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# EXHIBIT VII – ATTACHMENT “B”

## DRUG POLICY COMPLIANCE DECLARATION

SOLICITATION NO.: S29-Q23867

I, \_\_\_\_\_ as an owner or officer of  
 \_\_\_\_\_  
 (Name) (Print/Type) (Title)  
 \_\_\_\_\_ (Contractor)  
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from \_\_\_\_\_ to \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the Mayor's Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is \_\_\_\_\_.

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred.  
**Initials** (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

\_\_\_\_\_ Any employee who tested positive was immediately removed from the City worksite consistent with the **(Initials)** Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines **(Initials)** will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**EXHIBIT VII – ATTACHMENT “C” AND “D”**  
**CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS**  
**SOLICITATION NO.: S29-Q23867**

I, \_\_\_\_\_  
(Name) (Print/Type) (Title)

as an owner or officer of \_\_\_\_\_  
(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date \_\_\_\_\_ Contractor Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

CONFIDENTIAL

**ATTACHMENT "D"**

I \_\_\_\_\_ as an owner or officer of  
(NAME) (PRINT/TYPE)

\_\_\_\_\_(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE \_\_\_\_\_

CONTRACTOR'S NAME

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_



<p><b>EXHIBIT VIII – ANTI-COLLUSION STATEMENT</b> <b>SOLICITATION NO.: S29-Q23867</b></p>
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**Anti-Collusion Statement**

The undersigned, as Proposer, certifies that the only person or parties interested in this Qualification Packages as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature

<p><b>EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>SOLICITATION NO.: S29-Q23867</b></p>
---

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the seventh business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for Qualification Packages, bids, correspondence, or any writing related to a potential Agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than September 1<sup>st</sup> of each year that the Vendor or Contractor seeks to contract with the City, or the seventh business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1<sup>st</sup> and September 1<sup>st</sup> of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

**EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE**  
**SOLICITATION NO.: S29-Q23867**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

**EXHIBIT X – BID BOND**  
**SOLICITATION NO.: S29-Q23867**

**CITY OF HOUSTON -- BID BOND**

(Must be in an amount at least \$10,000.00)

THE STATE OF TEXAS

COUNTY OF HARRIS

§  
205  
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_ as principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

The condition of this obligation is that: ---

WHEREAS, the said principal is submitting to the City of Houston his/her or its bid for the doing for the City of Houston of certain work and construction of which the following is a brief description, to-wit: ---

**Bid No. Q23867**

**Housing Community Development Single Family Home Repair Program Disaster Relief (Citywide Locations)**

In accordance with the plans and specifications for such work upon which such bid is made, to which plans and specifications reference is made for a more full description of the work and construction referred to.

NOW, THEREFORE, if the said bidder is awarded the contract for such work, the said bidder will, within the time provided in the specifications, enter into a contract with the City therefore upon the form and to the purpose and intent provided in the specifications, will furnish insurance as required in the specifications and will furnish a good and sufficient construction surety bond executed by said bidder and one corporate surety organized under the laws of the State of Texas or authorized to do business in the State of Texas and having a fully paid up capital stock of not less than \$100,000.00 and duly licensed and qualified by the Board of Insurance Commissioners of the State of Texas, which bond shall be for an amount equal to 100 percent of the contract price and shall be conditioned in accordance with the requirements stated in the specifications upon which such bid is being submitted.

In the event said bidder is unable or fails to execute said contract for the work proposed to be done, is unable or fails to furnish insurance as specified or is unable or fails to furnish said construction bond in the amount and condition as aforesaid, the undersigned principal and surety shall be liable to said City of Houston for the full amount of this obligation which is here and now agreed upon and admitted as the amount of the damages which will be suffered by the City of Houston on account of the failure of such bidder to so comply with the terms of this bid.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011.

PRINCIPAL

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Surety

**EXHIBIT XI – SAMPLE PERFORMANCE & PAYMENT BOND**  
**SOLICITATION NO.: S29-Q23867**

**SAMPLE PERFORMANCE & PAYMENT BONDS CAN BE VIEWED AT THE FOLLOWING LINK:**

[http://purchasing.houstontx.gov/solicitation\\_forms.html](http://purchasing.houstontx.gov/solicitation_forms.html)

**PERFORMANCE AND PAYMENT BONDS ARE NOT REQUIRED TO BE SUBMITTED WITH QUALIFICATIONS PACKET PLEASE REFER TO SECTION 6.2 OF QUALIFICATIONS PACKAGES OUTLINE AND MINIMUM CONTRACT REQUIREMENT**

**END OF RFC S29-Q23867**



**TO: Mayor via City Secretary**

### REQUEST FOR COUNCIL ACTION

[illegible]



<b>Date</b>	<b>Subject:</b>	<b>Originators Initials</b>	<b>Page 2 of 2</b>
-------------	-----------------	---------------------------------	------------------------

<b>CONTRACTOR TO BE NAMED FROM RFP</b>			
<b>Homeowner/Address Amount (Source of Funds)</b>	<b>Council District</b>	<b>Homeowner/Address Amount (Source of Funds)</b>	<b>Council District</b>
Mary Armstead) 4208 Cortlandt Street, Houston, TX 77018 \$xxx DISR	H		
Odest Brantley 4914 Firnat Street, Houston, TX 77016 \$xxx DISR	B		
Ora Lee Collins 8825 Bertwood, Houston, TX 77016 \$xxx DISR	B		
Helen Prentice 2609 King, Houston, TX 77029 \$xxx DISR	H		
Victoria Rodgers (HOPE) 4518 Kingsbury, Houston, TX 77021 \$86,829.00 DISR	D		
Ollie Smith and Earnest Smith (HOPE) 8815 Spaulding, Houston, TX 77016 \$xxx DISR	B		

City Secretary  
Mayor's Office  
Legal Department  
Finance Department



# CITY OF HOUSTON, TEXAS

## NOTICE OF REQUEST FOR PROPOSAL (RFP)

### SOLICITATION NO.: S29-T23922

**STRATEGIC  
PURCHASING DIVISION**  
**"PARTNERING TO  
BETTER SERVE  
HOUSTON"**

NIGP CODE:

909-62

SOLICITATION DUE  
DATE/TIME:

April 22, 2011 at 2:00 P.M., CST

SUBMITTAL LOCATION:

City Secretary's Office  
City Hall Annex, Public Level  
900 Bagby Street  
Houston, Texas 77002

DESCRIPTION:

Housing & Community Development Single Family  
Reconstruction Program Disaster Relief Group 1

MANDATORY PRE-  
PROPOSAL CONFERENCE:

*Date*                      *Time*  
MO.-DAY-2010           XX:XX P.M.

*Location*  
HCDD, 601 Sawyer St.,  
First (1<sup>st</sup>) Floor  
Conference Rm.,  
Houston, TX 77002

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

Solicitation Contact Person:  
Douglas Moore

---

 Name

---

 Douglas.Moore@houstontx.gov

---

 E-Mail Address

---

 City Purchasing Agent

---

 Date

<p style="text-align: center;"><b>SPECIAL INSTRUCTIONS TO OFFEROR(S)</b> <b>SOLICITATION NO. S29-T23922</b></p>
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**1.0     INTRODUCTION:**

- 1.1     The City of Houston, Housing and Community Development Department (HCCD) seeks a qualified company(s) to serve as a "General Contractor(s)" to undertake housing reconstruction contracts for homes damaged or destroyed during the United States President declared, "Major Disaster Hurricane Ike (1791)".
- 1.2     The "City Purchasing Agent" of the City of Houston, Administration and Regulatory Affairs Department is assisting in this effort by soliciting "Proposals" from companies that are capable and desirous of serving as "General Contractors". Company(s) selected as General Contractor(s) through this "Request for Proposal" solicitation process will be awarded housing reconstruction contracts offered in connection with this project.

**2.0     SUBMITTAL PROCEDURE:**

- 2.1     Seven (7) hardcopies of the Proposals, including one (1) printed original signed in BLUE ink (clearly marked "Original"), six (6) copies (clearly marked "Copy"), and two (2) additional electronic CD copies are to be submitted in a sealed envelopes/boxes bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office  
City Hall Annex  
900 Bagby  
Houston, Texas 77002

- 2.2     The deadline for the submittal of the Proposals to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the RFP process.
- 2.3     Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.
- 2.4     The City of Houston shall bear no responsibility for submitting responses on behalf of any General Contractor. General Contractor(s) may submit their Proposals to the City Secretary's Office any time prior to the stated deadline.

**3.0     PROPOSAL FORMAT:**

- 3.1     The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 3.2     The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

**4.0     MANDATORY PRE-PRE-PROPOSAL CONFERENCE:**

- 4.1     A Mandatory Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested General Contractor(s) should plan to attend. It will be assumed that potential General Contractor(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

**5.0     ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:**

- 5.1     Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Douglas Moore, telephone: 832.393.8724, fax: 832.393.8759, or e-mail (preferred method to): Douglas.Moore@houstontx.gov, no later than Wednesday, March 16, 2011 at 10:00 a.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all General Contractor(s) shall be answered and sent to

## **SPECIAL INSTRUCTIONS TO OFFEROR(S)**

### **SOLICITATION NO. S29-T23922**

all General Contractor(s) who are listed as having obtained the RFP. General Contractor(s) shall be notified in writing of any changes in the specifications contained in this RFP.

#### **6.0 LETTER(S) OF CLARIFICATION:**

- 6.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
- 6.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to General Contractor(s).

#### **7.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:**

- 7.1 Each General Contractor shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
- 7.2 Before submitting a Proposal, each General Contractor shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the General Contractor from obligation to comply, in every detail, with all provisions and requirements of the RFP.

#### **8.0 EXCEPTIONS TO TERMS AND CONDITIONS:**

- 8.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the General Contractor clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The General Contractor's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 8.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

#### **9.0 POST-QUALIFICATION DISCUSSIONS WITH GENERAL CONTRACTOR(S):**

- 9.1 It is the City's intent to commence final negotiation with the General Contractor(s) deemed most advantageous to the City. The City reserves the right to conduct Post-Proposal discussions with any General Contractor(s).

#### **10.0 PROTEST:**

- 10.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFP.
- 10.2 A protest shall include the following:
  - 10.2.1 The name, address, e-mail, and telephone number of the protester;
  - 10.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
  - 10.2.3 Identification of the RFP description and the RFP or contract number;
  - 10.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

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10.2.5 The desired form of relief or outcome, which the protester is seeking.

**10.3 TYPES OF PROTEST:**

**10.4 Protest Regarding RFP Solicitation**

10.4.1 All pre-award protest regarding the RFP solicitation must be filed no later than ten (10) days prior to the deadline to submit offers.

10.4.2 This type of protest includes a claim that the RFP solicitation contained exclusionary or discriminatory specifications, or a claim that the qualification documents or the qualifications process violate a federal, state or local law, or that the City failed to follow its own regulations.

**10.5 Protest Regarding the Evaluation of Contractors**

10.5.1 Any protest regarding the evaluation of proposals must be filed no later than ten (10) days from the day that the City Council announces a final decision regarding the approval of contract award. Any protest filed after such date will not be considered as a valid protest, but may be considered by the City if deemed advantageous to the City.

10.5.2 This type of protest challenges the determination of the City's responsiveness of any offer or the responsibility of any General Contractor, or errors in calculation of the evaluation, or challenges that the City's evaluation process violated a federal, state or local law or its own regulations.

**10.6 Response to a Protest by the City Purchasing Agent**

10.6.1 When the City Purchasing Agent deems any protest received to be valid, pursuant to the provisions of Section 10.0 "PROTEST" cited above, the City Purchasing Agent will notify the protestor in writing within ten (10) business days of making such determination. The City Purchasing Agent may, where appropriate, request that the protestor furnish additional information regarding the protest. The City Purchasing Agent may, at its sole discretion, meet with the protestor to review the issues raised in the protest.

10.6.2 Except as otherwise provided in the Section 10.12 "DECISIONS BY THE CITY PURCHASING AGENT", consideration of the protest, will be in accordance with the provisions presented below.

**10.7 RFP Solicitation Protests**

10.7.1 Upon receipt of a valid protest regarding RFP solicitation, the City may at its sole discretion, postpone the deadline for submission of contract award until resolution of the protest. If the protest regarding the RFP solicitation includes a claim of unduly restrictive or exclusionary specifications, in considering the protest, the City will, review both the specific needs of the City for the feature or item challenged and any effect on competition of including the specification regarding that feature or item. If the City determines that such feature or item was included in the specification in order to meet a legitimate need and that it is not unduly restrictive of competition or designed to exclude a particular competitor, then the City will deny the protest.

**10.8 Protest Regarding Evaluation of General Contractor**

10.8.1 Upon receipt of a valid protest regarding the evaluation of General Contractor(s), the City may suspend its evaluation of any or all General Contractor(s) until resolution of the protest. Unless the City determines that the protestor has established that there are reasonable doubts regarding the responsiveness or the responsibility of a General Contractor or it determines that the evaluation process is not in compliance with federal or state law or its regulations, then the protest will be denied.

**10.9 Post-Award Protest**

10.9.1 Upon receipt of a timely, valid, protest regarding the approval/award of the contract, the City may issue a stop work order, if necessary, until the resolution of the protest. Unless the City determines that the protestor has

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established a prima facie case that the qualifications agreement was approved/awarded fraudulently or in violation of a federal, state or local law or its regulations, then the protest will be denied.

**10.10 Decision by the City**

10.10.1 As indicated above, in some instances, the City may suspend the contract award action upon receipt of a valid protest. However, the City reserves the right, notwithstanding the presence of a protest, to proceed with the appropriate action in the contract award process in the following instances:

10.10.2 A. when failing to fulfill the need for the items or services would cause irreparable harm

10.10.3 B. when it is determined that the protest is vexatious or frivolous; or

10.10.4 C. when delivery or performance will be unduly delayed or other undue harm would occur by delaying the selection of qualified vendors

10.10.5 After review of a protest submitted under these provisions, the City will issue a written decision on the basis of the information provided by the protestor, the result of any meetings with the protestor, and the City's independent investigation of the matter. If the protest is upheld, the City will take appropriate action to correct the procurement to protect the rights of the protestor, including, but not limited to, reissuance of the solicitation, revised evaluation of the General Contractors or the City conclusion of the evaluation of the offers, or termination of the qualifications agreement. If the protest is denied, the City will terminate the suspension of the any procurement activity that was imposed during the consideration of the protest and will proceed with the contract award.

**11.0 DEBRIEFINGS:**

11.1 The purpose of a debriefing is to allow the City to explain to a General Contractor why his/her proposal was not selected. Debriefings will only be provided if they are requested by an unsuccessful General Contractor. Debriefing request shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFP. Debriefings must be filed no later than ten (10) days from the day that the City announces a final decision regarding contract award(s).

11.2 A debriefing shall include the following:

11.2.1 The name, address, e-mail, and telephone number of the General Contractor;

11.2.2 The signature of the General Contractor or its representative who has the delegated authority to legally bind its company;

11.2.3 Identification of the RFP description and the RFP number;

11.2.4 General Contractor must submit a list of questions in advance of any debriefing.

11.2.5 General Contractor questions can only be about his/her proposal, the RFP, the General Contractor's response and/or evaluated score. The City will confine its answers to only these questions in the debriefing. The debriefing will not discuss how the General Contractor compares to other responding General Contractors.

11.2.6 After the City receives the formal debriefing request and questions from the General Contractor, the City Purchasing Agent or designee will meet with the City Evaluation Committee to discuss and prepare responses to the questions; the General Contractor debriefing will be scheduled at the convenience of the City Purchasing Agent.

11.2.7 The General Contractor will be notified by the City if any of the questions do not fit within the scope of the debriefing and/or will not be answered.

11.2.8 The debriefing meeting will last no longer than one hour (or some other time limit as determined by the City Purchasing Agent).

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11.2.9 The General Contractor will need to provide in advance a list of the attendees, the company they represent, titles and functional roles. If the General Contractor is bringing an attorney, then a Legal representative from the City will attend. If General Contractor brings an unannounced attorney, the debriefing will be re-schedule to allow the City ample time to have Legal representative available.

11.2.10 The City Purchasing Agent will only address the questions submitted in writing beforehand.

**12.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION:**

12.1 By submission of its Proposals, General Contractor(s) certifies that it is not ineligible for participation in Federal or State assistance program under Executive Order 12549, "Debarment and Suspension." Proposer further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Proposer also certifies that it shall notify the City in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of the contract. Proposer agrees that it shall refund the City for any payments made to it while ineligible.

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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the General Contractor by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event a General Contractor submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 General Contractor(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 General Contractor(s) shall not collude in any manner, or engage in any practices, with any other General Contractor(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the General Contractor. The copying or paraphrasing of the work product of another General Contractor is not permitted.
- 8.0 The RFP and the related responses of the selected General Contractor will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected General Contractor and the City. The City and the selected General Contractor may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected General Contractor, the City reserves the right to select an alternative General Contractor. The City reserves the right to negotiate with alternative General Contractor the exact terms and conditions of the contract.
- 9.0 General Contractor(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about **Month X, 201X** for a term of one (1) year. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for one (1) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the General Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the General Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 General Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director or Designee.
- 14.0 The General Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in



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Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

- 15.0 The City may terminate its performance under a contract in the event of a default by the General Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the General Contractor's failure to perform under the terms of the contract or from the General Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 General Contractor must promptly report to the City Project Director or Designee any conditions, transactions, situation, or circumstances encountered by the General Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 After contract execution, the successful General Contractor shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Project Director or Designee.
- 23.0 General Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the General Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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## 1.0 INDEMNITY AND RELEASE:

### 1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

### 1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

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### 1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

- 1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

### 2.0 INDEMNIFICATION PROCEDURES:

- 2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:
- 2.1.1 a description of the indemnification event in reasonable detail,
  - 2.1.2 the basis on which indemnification may be due, and
  - 2.1.3 the anticipated amount of the indemnified loss.
- 2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 2.3 Defense of Claims.
- 2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- 2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

### 3.0 INSURANCE REQUIREMENTS:

- 3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**
- 3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

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- 3.2.1 Commercial General Liability Insurance including Contractual Liability:
  - 3.2.1.1 \$1,000,000 per occurrence
  - 3.2.1.2 \$2,000,000 aggregate, (defense costs excluded from face value of the policy)
  - 3.2.1.3 Products and completed operations, \$1,000,000 aggregate
- 3.2.2 Workers' Compensation:
  - 3.2.2.1 Amount shall be statutory amount
  - 3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
- 3.2.3 Automobile Liability (See Note Below):
  - \$1,000,000 Combined Single Limit per occurrence
  - Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 3.2.4 Employer's Liability:
  - 3.2.4.1 Bodily injury by accident \$100,000 (each accident)
  - 3.2.4.2 Bodily injury by disease \$100,000 (policy limit)
  - 3.2.4.3 Bodily injury by disease \$100,000 (each employee)
- 3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.
- 3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.
  - 3.5.1 (See Insurance Requirements Exhibit IV for a sample insurance certificate format.)
  - 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are

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unacceptable.

- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

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- 3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

#### **4.0 CONTRACTOR PERFORMANCE LANGUAGE:**

- 4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

#### **5.0 INSPECTIONS AND AUDITS:**

- 5.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

#### **6.0 INTERPRETING SPECIFICATIONS:**

- 6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Offeror(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*
- 6.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Offeror(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

#### **7.0 CONTRACTOR DEBT:**

- 7.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

<p style="text-align: center;"><b>SPECIAL TERMS AND CONDITIONS</b> <b>SOLICITATION NO.: S29-T23922</b></p>
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**1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:**

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least 10% of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division, and will comply with them.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**. If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

**2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:**

- 2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

**3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:**

- 3.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.
- 3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:**

- 4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

**5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:**

- 5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Offeror(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

**6.0 BID BOND:**

- 6.1 The General Contractor shall be required to provide and submit with the Proposals a Bid Bond in the amount of \$10,000.00. The Bid Bond shall be in the same form as that distributed by the City, and attached hereto, **EXHIBIT XI**, all duly executed by this General Contractor (as "Principal") and by a corporate surety company licensed to do business in the State of Texas, and if the amount of the bond is greater than \$100,000.00 the

**SPECIAL TERMS AND CONDITIONS**  
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surety must hold a certificate of authority from the United States Secretary of the Treasury, or a Cashier's or a Certified check in a like amount. Company or personal checks are not acceptable.

**7.0 PERFORMANCE AND PAYMENT BOND(S):**

- 7.1 The successful General Contractor(s) shall be required to provide a Performance and Payment Bond in the total amount (100%) of each contract award.
- 7.2 The Performance and/or Payment Bond shall be in the same form as that distributed by the City, and attached hereto, **EXHIBIT XII**, all duly executed by this General Contractor (as "Principal") and by an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury.
- 7.3 The Contractor(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10th) day following the day the General Contractor(s) receives notice from the City.

**8.0 PROJECT ADMINISTRATION:**

- 8.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

**9.0 PROCUREMENT TIMELINE/SCHEDULE:**

- 9.1 Listed below are the important and estimated completion dates and times for this Request for Proposal (RFP).

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Date of RFP Issued	XXXXXX XX, 200X
Pre-Proposal Conference	XXXXXX XX, 200X
Questions from Proposers Due to City	XXXXXX XX, 200X
Proposals Due from Offeror(s)	XXXXXX XX, 200X
Notification of Intent to Award ( <i>Estimated</i> )	XXXXXX XX, 200X
Council Agenda Date ( <i>Estimated</i> )	XXXXXX XX, 200X
Contract Start Date ( <i>Estimated</i> )	XXXXXX XX, 200X